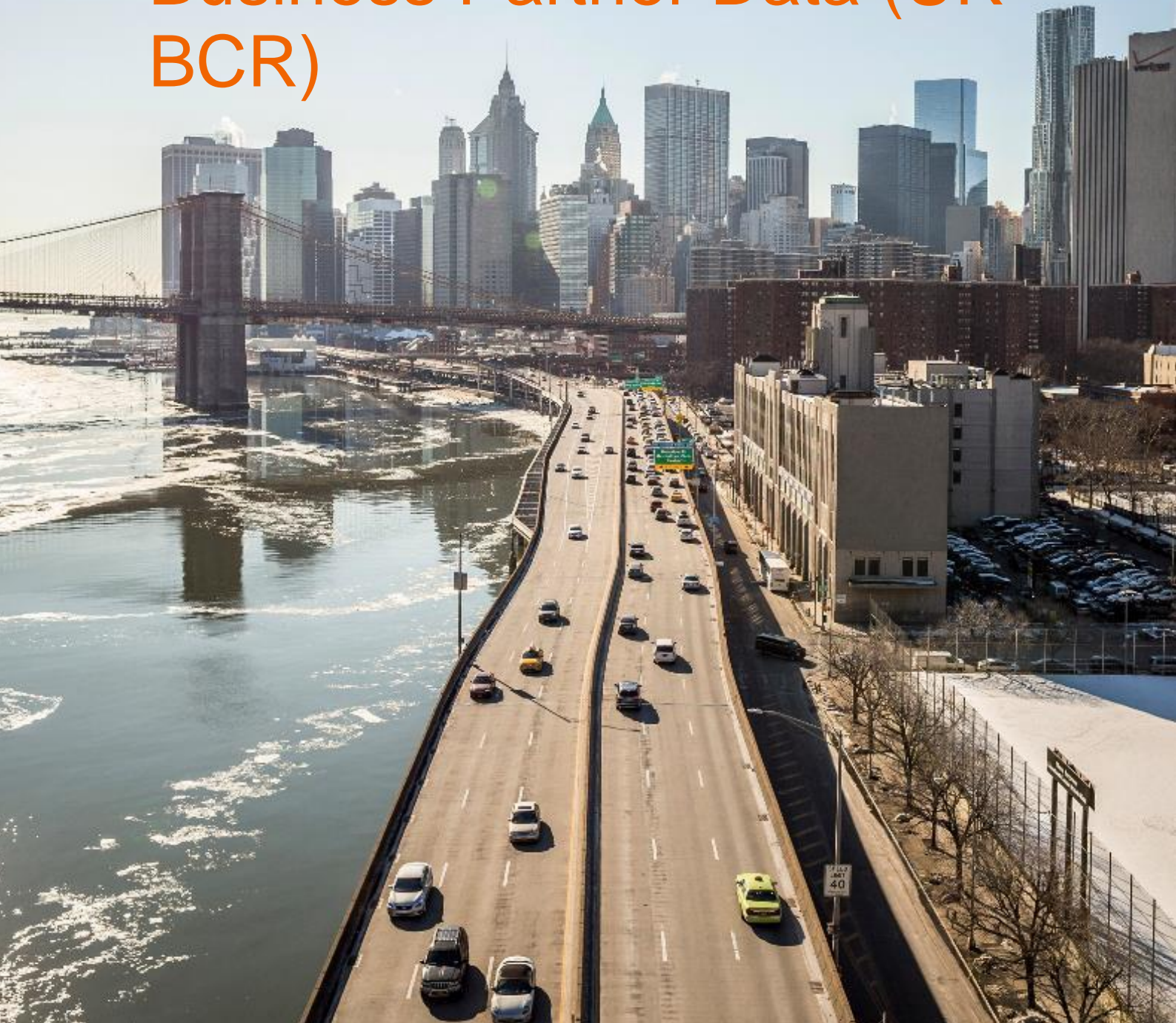


The LeasePlan logo is a stylized, wavy graphic in shades of orange and red, resembling a series of connected loops or a ribbon. The word "LeasePlan" is written in white, sans-serif font across the middle of the graphic.

LeasePlan

# LeasePlan Privacy Policy for UK Client, Supplier and Business Partner Data (UK BCR)



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## INTRODUCTION

LeasePlan has committed itself to the protection of personal data it processes of LeasePlan clients and other individuals in the [LeasePlan Code of Conduct](#).

This Privacy Policy indicates how this principle shall be implemented in respect of personal data of UK clients and other individuals that are processed by LeasePlan in the context of its business activities as a vehicle leasing and fleet management service provider, including car remarketing and driver mobility services.

As part of these business activities the LeasePlan entities worldwide provide financial services, including leasing, banking and insurance. These services are to a large extent regulated by financial services regulations and supervised by financial authorities. Under applicable financial services regulation strict confidentiality and security requirements apply to the processing of data of clients and other individuals. This LeasePlan Privacy Policy applies to the extent it provides supplemental protection to the personal data of UK clients and other individuals processed by LeasePlan in the context of its business activities.

For the rules applicable to employee data we refer to the LeasePlan Privacy Policy for UK Employee Data [\[insert link here\]](#).

***This Privacy Policy was last updated: 1 August 2021.***

## ARTICLE 1 – SCOPE, APPLICABILITY AND IMPLEMENTATION

### Scope

1.1 This Policy addresses the Processing of Personal Data of Clients, Suppliers, Business Partners and other Individuals by LeasePlan (collectively, **Personal Data**), where such Processing of Personal Data is subject to UK Data Protection Laws (or was subject to UK Data Protection Laws prior to the transfer of such Personal Data to a Group Company outside the UK). This Policy does not address the Processing of Personal Data of Employees in the context of their employment relationship with LeasePlan, unless and to the extent such Employee is a Client of LeasePlan, or a driver of a vehicle leased by LeasePlan.

### Electronic and paper-based Processing

1.2 This Policy applies to the Processing of Personal Data by electronic means and in systematically accessible paper-based filing systems.

- Applicability of local law and Policy** 1.3 Individuals keep any rights and remedies they may have under applicable local law. This Policy shall apply only where it provides supplemental protection for Personal Data. Where applicable local law provides more protection than this Policy, local law shall apply. Where this Policy provides more protection than applicable local law or provides additional safeguards, rights or remedies for Individuals, this Policy shall apply.
- Notices and related documents** 1.4 LeasePlan may supplement this Policy through policies, notices or related documents that are consistent with this Policy.
- Accountability** 1.5 This Policy is binding on LeasePlan. Staff must comply with this Privacy Policy. The Responsible Executives shall be accountable to LeasePlan UK Limited and LeasePlan Corporation for his or her business organization's compliance with this Policy.
- Effective Date** 1.6 This Policy was initially adopted by the Managing Board of LeasePlan Corporation N.V. and entered into force as of 1 August 2021. This Policy may be updated in accordance with Article 21. The Effective Date of the relevant version is mentioned in the introduction (Effective Date). The most recent version of the Policy, including a list of entities, shall be published on the LeasePlan UK Limited website and LeasePlan global intranet and shall be made available to Individuals upon request.
- Policy supersedes prior policies** 1.7 This Policy supersedes all LeasePlan privacy policies and notices that exist on the Effective Date to the extent they are in contradiction with this Policy.
- Implementation** 1.8 This Policy shall be implemented in the LeasePlan organisation based on the timeframes specified in Article 22.

## **ARTICLE 2 – PURPOSES FOR PROCESSING PERSONAL DATA**

- Legitimate Business Purposes** 2.1 LeasePlan will Process Personal Data lawfully. Lawful processing means that LeasePlan will ensure that there is a valid legal basis for Processing of Personal Data under UK Data Protection Law at all times, such as (a) the entering into or performance of a contract; (b) to comply with a legal obligation to which LeasePlan is subject; (c) to protect a vital interest of the Individual; (d) the legitimate interest of LeasePlan or a third party where these interests do not prejudice the interests or fundamental rights and freedoms of the Individual concerned; or (e) with the Individual's consent.
- Processing of Personal Data for the business purposes below can

generally be based on one of these main legal bases, but remains subject to any applicable requirements and restrictions under UK Data Protection Law.

Personal Data shall be collected, used or otherwise Processed by LeasePlan in the context of its business activities as a vehicle leasing and fleet management service provider, including car remarketing and driver mobility services and financial services such as banking and insurance, for one (or more) of the following purposes (**Business Purposes**):

- (i) **Assessment and acceptance of a Client, conclusion and execution of agreements with a Client and the settlement of payment transactions.** This purpose includes Processing of Personal Data that are necessary in connection with the assessment and acceptance of Clients including confirming and verifying the identity of relevant Individuals (this may involve the use of a credit reference agency or other Third Parties), conducting due diligence and screening against publicly available government and/or law enforcement agency sanctions lists and other third-party data sources. This activity also includes the Processing of Personal Data in connection with the execution of agreements, including the delivery of Client Services, and the settlement of payment transactions in the context of which LeasePlan may provide Personal Data to the counterparty or other parties as necessary, e.g., for verification or reconstruction purposes;
- (ii) **Development and improvement of products and/or services.** This purpose includes Processing of Personal Data that are necessary for the development and improvement of LeasePlan products and/or services, research and development;
- (iii) **Conclusion and execution of agreements with Suppliers and Business Partners.** This purpose addresses the Processing of Personal Data necessary to conclude and execute agreements with Suppliers and Business Partners, including required screening activities (e.g., for access to LeasePlan's premises or systems), and to record and financially settle delivered services, products and materials to and from LeasePlan;
- (iv) **Relationship management and marketing.** This purpose includes maintaining and promoting contact with Clients, Suppliers and Business Partners, account management, customer service, recalls, collection of Personal Data through LeasePlan websites, and the development, execution and analysis of market surveys and marketing strategies;
- (v) **Business process execution, internal management and**

**management reporting.** This purpose includes the management of company assets, including the IT systems and infrastructure, credit assessment (including setting credit limits) and risk management, conducting audits and investigations, finance and accounting, implementing business controls, provision of central processing facilities for efficiency purposes, managing mergers, acquisitions and divestitures, Processing Personal Data for management reporting and analysis, archive and insurance purposes, legal or business consulting, and preventing, preparing for or engaging in dispute resolution;

- (vi) **Health, safety and security.** This purpose addresses activities such as those involving safety and health, the protection of LeasePlan and Employee assets, and security and integrity, including the safeguarding of the security and integrity of the business sector in which LeasePlan operates. This purpose includes the protection of the interests of LeasePlan and its Employees and Clients, including the safeguarding of the security and integrity of the financial sector, in particular the detecting, preventing, investigating and combating (attempted) criminal or objectionable conduct directed against LeasePlan or its Employees and Clients. This activity also includes the use of and participation in LeasePlan's incident registers and sector warning systems, and the authentication of Client, Supplier or Business Partner status and access rights;
- (vii) **Compliance with law.** This purpose addresses the Processing of Personal Data necessary for the performance of a task carried out to comply with a legal obligation or sectorial recommendation to which LeasePlan is subject, including in relation to the prevention of money laundering, financing of terrorism and other crimes, customer due diligence and the duty of care towards Clients (e.g., credit monitoring) and the disclosure of Personal Data to government institutions or supervisory authorities, including tax authorities, in relation thereto;
- (viii) **Protection of the vital interests of Individuals.** This is where Processing is necessary to protect the vital interests of an Individual.

Where there is a question whether a Processing of Personal Data can be based on a Business Purpose listed above, it is necessary to seek the advice of the appropriate Privacy Officer before the Processing takes place.

## Consent

- 2.2 Where required by law, LeasePlan will obtain consent from the Individual before Processing Personal Data. When seeking consent, LeasePlan will inform the Individual about (i) the purposes of the Processing, (ii) the LeasePlan Group Company that is responsible for

the Processing, (iii) the right to withdraw consent at any time, and (iv) that withdrawal of consent will not affect the lawfulness of the Processing based on such consent before its withdrawal.

If an Individual withdraws consent, LeasePlan will discontinue Processing as soon as reasonably practical.

Where Processing is undertaken at the request of an Individual (e.g., he or she subscribes to a service or seeks a benefit), he or she is deemed to have provided consent to the Processing.

- Denial or withdrawal of consent**      2.3      The Individual may both deny consent and withdraw consent at any time. The withdrawal of consent shall not affect (i) the lawfulness of the Processing based on such consent before its withdrawal; and (ii) the lawfulness of Processing for Business Purposes not based on consent after withdrawal.

### ARTICLE 3 – USE FOR OTHER PURPOSES

- Use of Data for Secondary Purposes**      3.1      Generally, Personal Data shall be used only for the Business Purposes for which they were originally collected (**Original Purpose**). Personal Data may be Processed for a legitimate Business Purpose of LeasePlan different from the Original Purpose (**Secondary Purpose**) only if the Original Purpose and Secondary Purpose are closely related. Depending on the sensitivity of the relevant Personal Data and whether use of the Data for the Secondary Purpose has potential negative consequences for the Individual, the secondary use may require additional measures such as:
- (i) limiting access to the Data;
  - (ii) imposing additional confidentiality requirements;
  - (iii) taking additional security measures, including encryption or pseudonymization;
  - (iv) informing the Individual about the Secondary Purpose;
  - (v) providing an opt-out opportunity; or
  - (vi) obtaining an Individual's consent in accordance with Article 2.2 or Article 4.3 (if applicable).

**Generally Permitted  
Uses for Secondary  
Purposes**

- 3.2 It is generally permissible to Process Personal Data for the following purposes (even if not listed as a Business Purpose), provided appropriate additional measures are taken in accordance with Article 3.1:
- (i) transfer of the Personal Data to an Archive;
  - (ii) internal audits or investigations;
  - (iii) implementation of business controls and operational efficiency;
  - (iv) IT systems and infrastructure related Processing such as for maintenance, support, life-cycle management, and security (including resilience and incident management);
  - (v) statistical, historical or scientific research;
  - (vi) dispute resolution;
  - (vii) legal or business consulting; or
  - (viii) insurance purposes.

**ARTICLE 4 – PURPOSES FOR PROCESSING SENSITIVE DATA**

**Specific purposes for  
Processing Sensitive  
Data**

- 4.1 This Article sets forth specific rules for Processing Sensitive Data. LeasePlan shall Process Sensitive Data only to the extent necessary to serve one (or more) of the purposes specified in Article 4.1 or 4.2 or as otherwise provided by law. If no such purpose is available, such Data may not be processed. .

The following categories of Sensitive Data may be collected, used or otherwise Processed only for one (or more) of the purposes specified below:

- (i) **Racial or ethnic data:** in some countries photos and video images of Individuals qualify as racial or ethnic data. LeasePlan may process photos (e.g., a copy of a passport containing a photo) and video images for the protection of LeasePlan and Employee assets, site access and security reasons, assessment and acceptance of Clients including the identification and authentication of Clients (including confirming and verifying the identity of relevant Individuals), Supplier or Business Partner status and access rights and for verifying and confirming advice provided by LeasePlan to Individuals or recording decisions made in the course of business for future reference (e.g., when Individuals participate in video conferencing which is recorded).
- (ii) **Criminal data** (including data relating to criminal behaviour, criminal records or proceedings regarding criminal or unlawful behaviour): insofar as necessary for assessment and acceptance



of Clients, including the identification and authentication of Clients (including confirming and verifying the identity of relevant Individuals), the execution of an agreement with Clients (e.g., crimes committed by Individuals while driving leased vehicles etc.) and further for protecting the interests of LeasePlan, its Employees and Clients, including the safeguarding of the security and integrity of the financial sector with respect to criminal offences that have been or, given the relevant circumstances are suspected to be or have been, committed against LeasePlan or its Employees and Clients.

- (iii) **Physical or mental health data:** insofar as necessary for the assessment and acceptance of a Client, the execution of an agreement with a Client, and compliance with LeasePlan's duty of care towards Clients.
- (iv) **Religion or beliefs:** accommodating specific products or services for a Client, such as dietary requirements or religious holidays.
- (v) **Biometric data** (e.g., fingerprints): for the protection of LeasePlan and its Employees, assets, site access and for security reasons.

**General Purposes for Processing of Sensitive Data**

4.2 In addition to the specific purposes listed in Article 4.1 above, all categories of Sensitive Data may be Processed under (one or more of) the following circumstances:

- (i) as required or allowed for the performance of a task carried out to comply with a legal obligation or sectorial recommendation to which LeasePlan is subject;
- (ii) for dispute resolution and/or fraud prevention;
- (iii) to protect a vital interest of an Individual, but only where it is impossible to obtain the Individual's consent first;
- (iv) to the extent necessary to comply with an obligation of international public law (e.g.treaties); or
- (v) if the Sensitive Data have been posted or otherwise shared at the Individual's initiative on LeasePlan social media or have manifestly been made public by the Individual.

**Consent, and the denial or withdrawal thereof**

4.3 In addition to the specific purposes listed in Article 4.1 and the general purposes listed in Article 4.2, all categories of Sensitive Data may be Processed if the Individual has given his or her explicit consent to the Processing thereof. If one of the purposes listed in Articles 4.1 and 4.2 apply, LeasePlan shall in addition seek consent if applicable UK Data Protection Law so requires. The information requirements set out in Article 2.2 and Article 2.3 apply to the granting, denial or withdrawal of consent.

**Prior Authorization of Privacy Officer** 4.4 Where Sensitive Data are Processed based on a requirement of law other than the local law applicable to the Processing, the Processing requires the prior authorization of the appropriate Privacy Officer.

**Use of Sensitive Data for Secondary Purposes** 4.5 Sensitive Data of Individuals may be Processed for Secondary Purposes in accordance with Article 3.

## ARTICLE 5 – QUANTITY AND QUALITY OF DATA

**No Excessive Data** 5.1 LeasePlan shall restrict the Processing of Personal Data to Data that are reasonably adequate for, relevant and limited to the applicable Business Purpose. LeasePlan shall take reasonable steps to delete or otherwise destroy (e.g., by scrambling) Personal Data that are not required for the applicable Business Purpose in accordance with Article 5.2.

**Storage period** 5.2 LeasePlan generally shall retain Personal Data only for the period required to serve the applicable Business Purpose, to the extent reasonably necessary to comply with an applicable legal requirement or as advisable in light of an applicable statute of limitations. LeasePlan may specify (e.g., in a policy, notice or records retention schedule) a time period for which certain categories of Personal Data may be kept.

After the applicable storage period has ended, the Responsible Executive shall, without undue delay, direct that the Data be:

- (i) securely deleted or destroyed;
- (ii) de-identified; or
- (iii) transferred to an Archive (unless this is prohibited by law or an applicable records retention schedule).

**Quality of Data** 5.3 Personal Data should be accurate, complete and kept up-to-date to the extent reasonably necessary for the applicable Business Purpose. LeasePlan shall take reasonable steps to promptly rectify Personal Data that are inaccurate.

- 'Privacy by Design'** 5.4 LeasePlan shall take commercially reasonable technical and organizational steps to ensure that the requirements of this Article 5 are implemented into the design of new systems and processes that Process Personal Data.
- Accurate, complete and up-to-date Data** 5.5 It is the responsibility of the Individuals to keep their Personal Data accurate, complete and up-to-date. Individuals shall inform LeasePlan regarding any changes in accordance with Article 7.5.

## ARTICLE 6 – INDIVIDUAL INFORMATION REQUIREMENTS

- Information requirements** 6.1 LeasePlan shall inform Individuals through a privacy policy or notice of the following:
- (i) the Business Purposes (including Secondary Purposes) for which their Data are Processed;
  - (ii) which Group Company is responsible for the Processing as well as the contact information of the responsible Privacy Officer;
  - (iii) the categories of Third Parties to which the Data are disclosed (if any); whether any such Third Party is covered by an Adequacy Decision and, if not, information about the data transfer mechanism as referred to in Article 11.6(ii), (iv) or (v) as well as the means to get a copy thereof or access thereto; and
  - (iv) other relevant information, e.g.:
    - (a) the nature and categories of the Processed Data;
    - (b) the period for which the Personal Data will be stored or (if not possible) the criteria used to determine this period;
    - (c) an overview of the rights of Individuals under this Policy, how these can be exercised, including the right to obtain compensation;
    - (d) the existence of automated decision making, including profiling, referred to in Article 10 as well as meaningful information about the logic involved and potential negative consequences thereof for the Individual;
    - (e) any available information as to the source of the Personal Data (where the Personal Data have not been obtained from the Individual), including whether the Personal Data came from a public source.

**Personal Data not obtained from the Individual**

6.2 Where Personal Data have not been obtained directly from the Individual, LeasePlan shall provide the Individual with the information as set out in Article 6.1:

- (i) within reasonable period after obtaining Personal Data but at the latest within one month, having regard to specific circumstances of the Personal Data Processed;
- (ii) if Personal Data are used for communication with Individual, at the latest at the time of the first communication with the Individual;
- (iii) if a disclosure to another recipient is envisaged, at the latest when Personal Data are first disclosed.

**Exceptions**

6.3 The requirements of Articles 6.1 and 6.2 may be inapplicable if:

- (i) the Individual already has the information as set out in Article 6.1;
- (ii) it would be impossible or would involve a disproportionate effort to provide the information to Individuals in which case LeasePlan will take additional measures to mitigate potential negative consequences for the Individual, such as those listed in Article 3.1;
- (iii) obtaining Personal Data is expressly laid down in applicable law; or
- (iv) the Personal Data must remain confidential subject to an obligation of professional secrecy regulated by applicable local law, including a statutory obligation of secrecy.

These exceptions to the above requirements qualify as Overriding Interests.

**ARTICLE 7 –RIGHTS OF INDIVIDUALS**

**Right of Access**

7.1 Every Individual has the right to request a copy of his or her Personal Data Processed by or on behalf of LeasePlan, and further, where reasonably possible, access to the information listed in Article 6.1.

**Right to Rectification, Deletion, and Restriction**

7.2 If the Personal Data are incorrect, incomplete or not Processed in compliance with applicable UK Data Protection Law or this Policy, the Individual has the right to have his or her Data rectified, deleted or the Processing thereof restricted (as appropriate) without undue delay.

In case the Personal Data have been made public by LeasePlan, and the Individual is entitled to deletion of the Personal Data, in addition to deleting the relevant Personal Data, LeasePlan shall take commercially reasonable steps to inform Third Parties that are Processing the relevant

Personal Data or linking to the relevant Personal Data, that the Individual has requested the deletion of the Personal Data by such Third parties.

### **Right to Object**

- 7.3 The Individual has the right to object to the Processing of his or her Data:
- (i) on the basis of compelling grounds related to his or her particular situation, unless LeasePlan can demonstrate a prevailing legitimate interest for the Processing; and
  - (ii) for direct marketing purposes (including any profiling related thereto).

### **Restrictions to Rights of Individuals**

- 7.4 The rights of Individuals set out in Articles 7.1-7.3 above do not apply in one or more of the following circumstances:
- (i) the Processing is required or allowed for the performance of a task carried out to comply with a legal obligation of LeasePlan;
  - (ii) the Processing is required by or allowed for a task carried out in the public interest, including in the area of public health and for archiving, scientific or historical research or statistical purposes;
  - (iii) the Processing is necessary for exercising the right of freedom of expression and information;
  - (iv) for dispute resolution purposes;
  - (v) the exercise of the rights by the Individual adversely affects the rights and freedoms of LeasePlan or others; or
  - (vi) in case a specific restriction of the rights of Individuals applies under applicable UK Data Protection Law.

### **Procedure**

- 7.5 Individuals should send their request to the contact indicated in the relevant privacy statement or notice. Individuals may also send their request to the LeasePlan UK Limited Privacy Office via email to [LPGB-Privacy@leaseplan.co.uk](mailto:LPGB-Privacy@leaseplan.co.uk), or via the contact form or email address included in the privacy statement or the relevant website of LeasePlan.

Prior to fulfilling the request of the Individual, LeasePlan may require the Individual to:

- (i) specify the categories of Personal Data to which he or she is seeking access;
- (ii) specify, to the extent reasonably possible, the system in which the Personal Data are likely to be stored;
- (iii) specify the circumstances in which LeasePlan obtained the Personal Data;
- (iv) provide proof of his or her identity when LeasePlan has reasonable doubts concerning such identity, or to provide additional information

enabling his or her identification;

- (v) pay a fee to compensate LeasePlan for the reasonable costs relating to fulfilling the request provided that LeasePlan can reasonably demonstrate that the request is manifestly unfounded or excessive, e.g., because of its repetitive character; and
- (vi) in case of a request for rectification, deletion, or restriction, specify the reasons why the Personal Data are incorrect, incomplete or not Processed in accordance with applicable UK Data Protection Law or the Policy.

### **Response period**

- 7.6 Within one calendar month of LeasePlan receiving the request and any information necessary under Article 7.5, the contact person, or Privacy Officer shall inform the Individual in writing (including by email) either (i) of LeasePlan's position with regard to the request and any action LeasePlan has taken or will take in response, or (ii) the ultimate date on which he or she will be informed of LeasePlan's position and the reasons for the delay, which shall be no later than two calendar months after the original one month period.

### **Complaints**

- 7.7 An Individual may file a complaint in accordance with Article 17.3 and/or file a complaint or claim with the authorities or the courts in accordance with Article 18 if:
- (i) the response to the request is unsatisfactory to the Individual (e.g., the request is denied);
  - (ii) the Individual has not received a response as required by Article 7.6; or
  - (iii) the time period provided to the Individual in accordance with Article 7.6 is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not been provided with a shorter, more reasonable time period in which he or she will receive a response.

### **Denial of Requests**

- 7.8 LeasePlan may deny an Individual's request if:
- (i) the request does not meet the requirements of Articles 7.1-7.3 or meets the requirements of Article 7.4;
  - (ii) the request is not sufficiently specific;
  - (iii) the identity of the relevant Individual cannot be established by reasonable means, including additional information provided by the Individual;
  - (iv) LeasePlan can reasonably demonstrate that the request is manifestly unfounded or excessive, e.g., because of its repetitive character. A time interval between requests of 6 months or less shall

- generally be deemed to be an unreasonable time interval;
- (v) the Processing is required or allowed for the performance of a task carried out to comply with a legal obligation of LeasePlan;
  - (vi) the Processing is required by or allowed for a task carried out in the public interest, including in the area of public health and for archiving, scientific or historical research or statistical purposes;
  - (vii) the Processing is necessary for exercising the right of freedom of expression and information;
  - (viii) for dispute resolution purposes;
  - (ix) in so far as the request violates the rights and freedoms of LeasePlan or others; or
  - (x) in case a specific restriction of the rights of Individuals applies under applicable UK Data Protection Law.

**No Requirement to Process Identifying Information**

7.9 LeasePlan is not obliged to Process additional information in order to be able to identify the Individual for the sole purpose of facilitating the rights of the Individual under this Article 7.

**ARTICLE 8 – SECURITY AND CONFIDENTIALITY REQUIREMENTS**

**Data security**

8.1 LeasePlan shall take appropriate commercially reasonable technical, physical and organisational measures to protect Personal Data from misuse or accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, acquisition or access. To achieve this, LeasePlan has developed and implemented the LeasePlan Information Security Policy and other related policies and guidelines.

**Staff access and Confidentiality**

8.2 Staff members shall be authorized to access Personal Data only to the extent necessary to serve the applicable Business Purpose and to perform their job. LeasePlan shall impose confidentiality obligations on Staff with access to Personal Data.

**Data Security Breach notification requirement**

8.3 LeasePlan shall document any Data Security Breaches, comprising the facts relating to the Data Security Breach, its effects and the remedial actions taken, which documentation will be made available to the Information Commissioner under Article 16.2 upon request. Group Companies shall inform LeasePlan Corporation and LeasePlan UK Limited of a Data Security Breach without delay. If Data Protection Law so requires, LeasePlan shall notify the Information Commissioner and/or Individuals of a Data Security

Breach as soon as reasonably possible following its determination that a Data Security Breach has occurred, unless otherwise prohibited such as if a law enforcement official or financial or other supervisory authority determines that notification would impede a (criminal) investigation or cause damage to national security or endangers the trust in financial market stability. In this case, notification shall be delayed as instructed by such law enforcement official or supervisory authority. LeasePlan shall respond promptly to inquiries of Individuals relating to such Data Security Breach.

## **ARTICLE 9 – DIRECT MARKETING**

- |  |     |  |
|--|-----|--|
| <b>Consent for direct marketing (opt-in)</b> | 9.1 | If applicable law so requires, LeasePlan shall only send to Individuals direct marketing communication with the prior consent of the Individual ("opt-in"). If applicable law does not require prior consent of the Individual, LeasePlan shall in any event offer the Individual the opportunity to opt-out of such direct marketing communication.                 |
| <b>Objection to direct marketing</b>         | 9.2 | If an Individual objects to receiving direct marketing communications from LeasePlan, or withdraws his or her consent to receive such communications, LeasePlan will take steps to refrain from sending further direct marketing communications as specifically requested by the Individual. LeasePlan will do so within the time period required by applicable law. |
| <b>Personal Data of Children</b>             | 9.3 | LeasePlan shall not use any Personal Data of Children for direct marketing, without the prior consent of the holders of parental responsibility over the Children. LeasePlan shall make reasonable efforts to verify that consent is given or authorized by the holders of parental responsibility over the Children.  |

## **ARTICLE 10 – AUTOMATED DECISION MAKING**

- |                            |      |  |
|----------------------------|------|--|
| <b>Automated decisions</b> | 10.1 | Automated tools may be used to make decisions about Individuals, including by profiling, but decisions with a negative outcome for the Individual may not be based solely on the results provided by the automated tool. This restriction does not apply if:<br><br>(i) the use of automated tools is necessary for the performance of a task carried out to comply with a legal obligation or sectorial recommendation to which LeasePlan is subject, including the |
|----------------------------|------|--|



prevention of money laundering, financing of terrorism and other crimes, customer due diligence and the duty of care towards Clients (e.g. credit monitoring);

(ii) the decision is made by LeasePlan for purposes of (a) entering into or performing a contract or (b) managing the contract, provided the underlying request leading to a decision by LeasePlan was made by the Individual (e.g., where automated tools are used to filter promotional game submissions); or

(iii) the decision is made based on the explicit consent of the Individual. Items (i) and (iii) only apply if suitable measures are taken to safeguard the legitimate interests of the Individual (e.g., the Individual has been provided with an opportunity to express his or her point of view).

The requirements set out in Articles 2.2 and 2.3 apply to the requesting, denial or withdrawal of Individual consent.

## ARTICLE 11 – TRANSFER OF PERSONAL DATA TO THIRD PARTIES AND INTERNAL PROCESSORS

**Transfer to Third Parties** 11.1 This Article sets forth requirements concerning the transfer of Personal Data from LeasePlan to a Third Party. Note that a transfer of Personal Data includes situations in which LeasePlan discloses Personal Data to Third Parties (e.g., in the context of corporate due diligence) or where LeasePlan provides remote access to Personal Data to a Third Party.

**Third Party Controllers and Third Party Processors** 11.2 There are two categories of Third Parties:

- (i) **Third Party Controllers:** these are Third Parties that Process Personal Data and determine the purposes and means of the Processing (e.g., LeasePlan Business Partners that provide their own goods or services directly to Clients);
- (ii) **Third Party Processors:** these are Third Parties that Process Personal Data solely on behalf of LeasePlan and at its direction (e.g., Third Parties that Process online registrations made by Clients).

**Transfer for applicable Business Purpose only**

11.3 LeasePlan shall transfer Personal Data to a Third Party to the extent necessary to serve the applicable Business Purpose (including Secondary Purposes as per Article 3 or purposes for which the Individual has provided consent in accordance with Article 2).

**Third Party Controller Contracts**

11.4 Third Party Controllers (other than government agencies) may Process Personal Data transferred by LeasePlan only if they have validly entered into a written contract with LeasePlan. In the contract, LeasePlan shall seek to contractually safeguard the privacy protection interests of its Individuals when Personal Data are Processed by Third Party Controllers. All such contracts shall be drafted consistent with appropriate contracting guidelines. This provision does not apply in case of incidental transfers of Personal Data to a Third Party Controller, such as when a reference is provided for an Individual or in case of sending details for a hotel booking.

**Third Party Processor contracts**

11.5 Third Party Processors may Process Personal Data only if they have validly entered into written contract with LeasePlan (**Processor Contract**). The Processor Contract must in any event include the following provisions:

- (i) the Third Party Processor shall Process Personal Data only for the purposes authorized by LeasePlan and in accordance with LeasePlan's documented instructions including on transfers of Personal Data to any Third Party Processor not covered by an Adequacy Decision, unless the Third Party Processor is required to do so under mandatory requirements applicable to the Third Party Processor and notified to LeasePlan
- (ii) the Third Party Processor shall keep the Personal Data confidential and shall impose confidentiality obligations on Staff with access to Personal Data;
- (iii) the Third Party Processor shall take appropriate technical, physical and organisational security measures to protect the Personal Data;
- (iv) the Third Party Processor shall only permit subcontractors to Process Personal Data in connection with its obligations to LeasePlan (a) with the prior specific or generic consent of LeasePlan and (b) based on a validly entered into written contract with the subcontractor, which imposes similar privacy protection-related Processing terms as those imposed on the Third Party Processor under the Processor Contract and provided that the Third Party Processor remains liable to LeasePlan for the performance of the subcontractor in accordance with the terms of the Processor Contract. In case LeasePlan provides generic consent for involvement of subcontractors, the Third Party

Processors shall provide notice to LeasePlan of any changes in its subcontractors and will provide LeasePlan the opportunity to object to such changes based on reasonable grounds;

- (v) LeasePlan has the right to review the security measures taken by the Third Party Processor (a) by an obligation of the Third Party Processor to subject its relevant data processing facilities to audits and inspections by LeasePlan, a Third Party on behalf of LeasePlan or any relevant public authority; or (b) by means of a statement issued by a qualified independent third party assessor on behalf of Third Party Processor certifying that the information processing facilities of the Third Party Processor used for the Processing of the Personal Data comply with the requirements of the Processor Contract;
- (vi) the Third Party Processor shall promptly inform LeasePlan of any actual or suspected Data Security Breach involving Personal Data;
- (vii) the Third Party Processor shall deal promptly and appropriately with (a) requests for data necessary to demonstrate compliance of the Third Party Processor with its obligations under the Processor Contract and will inform LeasePlan if any instructions of LeasePlan in this respect violate Data Protection Law; (b) requests and complaints of Individuals as instructed by LeasePlan; and (c) requests for assistance of LeasePlan as reasonably required to ensure compliance of the Processing of the Personal Data with Data Protection Law; and
- (viii) upon termination of the Processor Contract, the Third Party Processor shall, at the option of LeasePlan, return the Personal Data and copies thereof to LeasePlan or shall securely delete such Personal Data, except to the extent the Processor Contract or applicable law provides otherwise.

**Transfer of Data to Third Parties outside the UK that are not Covered by Adequacy Decisions**

11.6 This Article sets forth additional rules for the transfer of Personal Data to a Third Party located outside the UK and not covered by an Adequacy Decision.

Personal Data may be transferred to such Third Party if:

- (i) the transfer is necessary for the performance of a contract with the Individual, for managing a contract with the Individual or to take necessary steps at the request of the Individual prior to entering into a contract, e.g., for processing orders;
- (ii) a contract has been concluded between LeasePlan and the relevant Third Party that (a) such Third Party shall be bound by the terms of this Policy as were it a Group Company; or (b) provides for safeguards at a similar level of protection as that provided by this

- Policy; or (c) is recognized under UK Data Protection Law as providing an “adequate” level of privacy protection;
- (iii) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Individual between LeasePlan and a Third Party (e.g., in case of recalls);
  - (iv) the Third Party has been certified under a ‘safe harbor’ program that is recognized under UK Data Protection Law as providing an “adequate” level of privacy protection;
  - (v) the Third Party has implemented Binding Corporate Rules or a similar transfer control mechanism that is recognized under UK Data Protection Law as providing an “adequate” level of privacy protection;
  - (vi) the transfer is necessary to protect a vital interest of the Individual;
  - (vii) the transfer is necessary for the establishment, exercise or defence of a legal claim;
  - (viii) the transfer is necessary to satisfy a pressing need to protect the public interests of a democratic society; or
  - (ix) the transfer is necessary for the performance of a task carried out to comply with a legal obligation or sectorial recommendation to which the relevant Group Company is subject.

Items (viii) and (ix) above require the prior approval of the Group Privacy Officer.

**Consent for transfer** 11.7 In addition to the grounds listed in Article 11.6, LeasePlan may transfer Personal Data to a Third Party located outside the UK that is not covered by an Adequacy Decision if the Individual has given his or her consent to the transfer. If Data Protection Law so requires, LeasePlan shall, in addition to having one of the grounds listed in Article 11.6, also seek consent of the Individual for the relevant transfer.

Prior to requesting consent, the Individual shall be provided with the following information:

- (i) the purpose of the transfer;
- (ii) the identity of the transferring Group Company;
- (iii) the identity or categories of Third Parties to which the Data will be transferred;
- (iv) the categories of Data that will be transferred;
- (v) the country to which the Data will be transferred; and
- (vi) the fact that the Data will be transferred to a Third Party not

covered by an Adequacy Decision.

The requirements set out in Articles 2.2 and 2.3 apply to the requesting, denial or withdrawal of Individual's consent.

**Internal Processors** 11.8 Internal Processors may Process Personal Data only if they have a validly entered into written contract with the Group Company being the Data Controller of the relevant Personal Data, which contract must in any event include the provisions set out in Article 11.5.

## ARTICLE 12 – OVERRIDING INTERESTS

**Overriding Interests** 12.1 The obligations of LeasePlan or rights of Individuals as specified in Articles 12.2 and 12.3 may be overridden if, under the specific circumstances at issue, a pressing need exists that outweighs the interest of the Individual (**Overriding Interest**). An Overriding Interest exists if there is a need to:

- (i) protect the legitimate business interests of LeasePlan including
  - (a) the health, security or safety of Employees or Individuals;
  - (b) LeasePlan's intellectual property rights, trade secrets or reputation;
  - (c) the continuity of LeasePlan's business operations;
  - (d) the preservation of confidentiality in a proposed sale, merger or acquisition of a business; or
  - (e) the involvement of trusted advisors or consultants for business, legal, tax, or insurance purposes;
- (ii) prevent or investigate (including cooperating with law enforcement) suspected or actual violations of law; or
- (iii) otherwise protect or defend the rights or freedoms of LeasePlan, its Employees or other persons.

**Exceptions in the event of Overriding Interests** 12.2 If an Overriding Interest exists, one or more of the following obligations of LeasePlan or rights of the Individual may be set aside:

- (i) Article 3.1 (the requirement to Process Personal Data for closely related purposes);
- (ii) Article 5.2 (data storage and deletion);
- (iii) Articles 6.1 and 6.2 (information requirements);
- (iv) Article 7.1 – 7.3 (rights of Individuals);
- (v) Article 8.2 (Staff access limitations and confidentiality requirements);

and

(vi) Articles 11.4, 11.5 and 11.6 (ii) (contracts with Third Parties).

- |  |      |   |
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| <b>Sensitive Data</b>                          | 12.3 | The requirements of Articles 4.1 and 4.2 (Sensitive Data) may be set aside only for the Overriding Interests listed in Article 12.1 (i) (a), (b), (c) and (e), (ii) and (iii).  |
| <b>Consultation with Group Privacy Officer</b> | 12.4 | Setting aside obligations of LeasePlan or rights of Individuals based on an Overriding Interest requires prior consultation of the Group Privacy Officer. The Group Privacy Officer shall document his or her advice.   |
| <b>Information to Individual</b>               | 12.5 | Upon request of the Individual, LeasePlan shall inform the Individual of the Overriding Interest for which obligations of LeasePlan or rights of the Individual have been set aside, unless the particular Overriding Interest sets aside the requirements of Articles 6.1 or 7.1 - 7.3, in which case the request shall be denied. |

## ARTICLE 13 – PRIVACY GOVERNANCE

- |                             |      |   |
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| <b>Group Privacy Office</b> | 13.1 | LeasePlan Corporation N.V. has established the Group Privacy Office, along with a network of Privacy Officers sufficient to direct compliance with this Policy within their respective regions and organizations. The Group Privacy Office is led by the Group Privacy Officer, who reports on data protection risks and compliance issues to LeasePlan's Managing and Supervisory Board and is responsible for coordinating investigations by Data Protection Authorities. The Group Privacy Officer shall also serve as the DPO under UK Data Protection Law. |
|-----------------------------|------|---|

The Group Privacy Officer is responsible for the following responsibilities, which the Chief Privacy Officer may perform directly or delegate to personnel in the Group Privacy Office as appropriate:

- (i) Supervising compliance with this Privacy Policy;
- (ii) Establishing and maintaining a global network of Privacy Officers sufficient to direct compliance with this Privacy Policy;
- (iii) Advising on the information management processes, systems and tools to implement LeasePlan's privacy compliance framework;

- (iv) Maintaining an updated list of the Group Companies and records of updates to the Privacy Policy;
- (v) Providing periodic privacy reports to LeasePlan's Managing and Supervisory Board on privacy protection risks and compliance issues as described in Article 16.4;
- (vi) Coordinating, in conjunction with the Privacy Officers, official investigations or inquiries into the Processing of Personal Data by a public authority; and
- (vii) Monitoring the performance and periodic review of a Data Protection Impact Assessment (DPIA) before a new system or a business process involving Processing of Personal Data is implemented as described in Article 14.3.

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| <b>Responsible Executive</b>                     | 13.2 | Each Managing Director of a Group Company or head of an Organisational Unit (a Responsible Executive) is accountable for his or her business organization's compliance with this Privacy Policy.                                |
| <b>Default Privacy Officer</b>                   | 13.3 | If at any moment in time there is no Privacy Officer designated for a function or business, the designated compliance officer for the relevant function or business is responsible for supervising compliance with this Policy. |
| <b>Privacy Officer with a statutory position</b> | 13.4 | Where a Privacy Officer holds his or her position pursuant to law, he or she shall carry out his or her job responsibilities to the extent they do not conflict with his or her statutory position.                             |

## **ARTICLE 14 – POLICIES AND PROCEDURES**

|  |      |  |
|--|------|--|
| <b>Policies and procedures</b>           | 14.1 | LeasePlan shall develop and implement policies and procedures to comply with this Policy.  |
| <b>System information</b>                | 14.2 | LeasePlan shall maintain records of its data processing activities in compliance with UK Data Protection Law. A copy of this information will be provided upon request to the Information Commissioner.  |
| <b>Data Protection Impact Assessment</b> | 14.3 | LeasePlan shall maintain a procedure to conduct and document a prior assessment of the impact which a given Processing may have on the protection of Personal Data, where such Processing is likely to result in a high risk for the rights and freedoms of Individuals, in particular where new technologies are used (Data Protection Impact Assessment). Where the Data Protection Impact Assessment shows that, despite mitigating measures taken by LeasePlan, the Processing still presents a residual |

high risk for the rights and freedoms of Clients, the Information Commissioner will be consulted prior to such Processing taking place.

## ARTICLE 15 – TRAINING

- Staff training** 15.1 LeasePlan shall provide training on the obligations and principles laid down in this Policy, related confidentiality and security obligations to Staff who Process Personal Data.

## ARTICLE 16 – MONITORING AND AUDITING COMPLIANCE

- Internal Audits** 16.1 LeasePlan Group Audit shall audit business processes and procedures that involve the Processing of Personal Data for compliance with this Policy. The audits shall be carried out in the course of the regular activities of LeasePlan Group Audit or at the request of the Group Privacy Officer or the LeasePlan UK Limited Privacy Officer. The Group Privacy Officer or or the LeasePlan UK Limited Privacy Officer may request to have an audit as specified in this Article conducted by an external accredited auditor. Applicable professional standards of independence, integrity and confidentiality shall be observed when conducting an audit. The Group Privacy Officer, the Group Privacy Office and the LeasePlan UK Limited Privacy Officer shall be informed of the results of the audits. Any violations of this Policy identified in the audit report will be reported to the Responsible Executive. A copy of the audit results will be provided to the Information Commissioner under Article 16.2 upon request.

- Information Commissioner Audit** 16.2 Subject to Article 16.3, the Information Commissioner may request an audit of the facilities used by LeasePlan for the Processing of Personal Data for compliance with this Policy.

- Information Commissioner Audit Procedure** 16.3 If the Information Commissioner requests an audit based on Article 16.2, the following procedure will be followed:
- (i) **Information sharing:** LeasePlan will attempt to resolve the request using alternative methods of providing information to the Information Commissioner including LeasePlan audit reports, discussion with LeasePlan subject matter experts, and review of security, privacy, and operational controls in place.
  - (ii) **Examinations:** If the Information Commissioner determines that the information available through these mechanisms is insufficient to address the Information Commissioner's stated objectives, LeasePlan will provide the Information Commissioner with the opportunity to communicate with LeasePlan's auditor and if required, a direct right to examine LeasePlan's data processing



facilities used to Process the Personal Data on giving reasonable prior notice and during business hours, with full respect to the confidentiality of the information obtained and to the trade secrets of LeasePlan.

The audits will otherwise be performed in accordance with relevant UK laws.

Nothing in this Policy will be construed to take away any audit rights that the Information Commissioner may have under UK Data Protection Law.

**Annual Privacy Report**

16.4 The Group Privacy Officer shall periodically, and in any event annually, report on compliance with this Policy, data protection risks and other relevant issues to the Chief Risk Officer, who is a member of the managing board of LeasePlan Corporation N.V. and the Risk Director of LeasePlan UK Limited.

Each Privacy Officer shall provide information relevant to the report to the Group Privacy Officer.

**Mitigation**

16.5 LeasePlan shall, if so indicated, ensure that adequate steps are taken to address breaches of this Policy identified during the monitoring or auditing of compliance pursuant to this Article.

**ARTICLE 17 – COMPLAINTS PROCEDURE**

**Complaint**

17.1 Individuals may file a complaint in respect of any claim they have under Article 18.1 or violations of their rights under applicable UK Data Protection Law in accordance with the complaints procedure set forth in the relevant privacy policy or contract. Individuals may also file a complaint or claim with the Information Commissioner or the English courts in accordance with Article 18.2.

The complaint shall be forwarded to the LeasePlan UK Limited Privacy Officer.

The LeasePlan UK Limited Privacy Officer shall:

- (i) notify the Group Privacy Officer;
- (ii) analyze the complaint and, if needed, initiate an investigation;
- (iii) when necessary, advise the business on the appropriate measures for compliance and monitor, through to completion, the steps designed to achieve compliance; and
- (iv) maintain records of all complaints received, responses given, and remedial actions taken by LeasePlan.

The LeasePlan UK Limited Privacy Officer may consult with any public authority having jurisdiction over a particular matter about the measures to be taken.

**Reply to Individual** 17.2 LeasePlan will use reasonable efforts to resolve complaints without undue delay, so that a response is given to the Individual within one calendar month of the date that the complaint was filed. The LeasePlan UK Limited Privacy Officer shall inform the Individual in writing via the means that the Individual originally used to contact LeasePlan (e.g., via mail or email) either (i) of LeasePlan's position with regard to the complaint and any action LeasePlan has taken or will take in response or (ii) when he or she will be informed of LeasePlan's position, which shall be no later than two calendar months after the original one month period. The LeasePlan UK Limited Privacy Officer shall send a copy of the complaint and his or her written reply to the Group Privacy Officer.

**Complaint to Group Privacy Officer** 17.3 An Individual may file a complaint with the Group Privacy Officer if:

- (i) the resolution of the complaint by the LeasePlan UK Limited Privacy Officer is unsatisfactory to the Individual (e.g., the complaint is rejected);
- (ii) the Individual has not received a response as required by Article 17.2;
- (iii) the time period provided to the Individual pursuant to Article 17.2 is, in light of the relevant circumstances, unreasonably long and the Individual has objected but has not been provided with a shorter, more reasonable time period in which he or she will receive a response; or
- (iv) in one of the events listed in Article 7.7.

The procedure described in Articles 17.1 through 17.2 shall apply to complaints filed with the Group Privacy Officer.

If the response of the Group Privacy Officer to the complaint is unsatisfactory to the Individual (e.g., the request is denied), the Individual can file a complaint or claim with the Information Commissioner or the English courts in accordance with Article 18.2.

## ARTICLE 18 – LEGAL ISSUES

**Rights of Individuals** 18.1 If LeasePlan violates the Policy with respect to the Personal Data of an Individual (**Affected Individual**) covered by this Policy, the Affected Individual can as a third party beneficiary enforce any

claim as a result of a breach of Articles 1.6, 2 – 11, 12.5, 16.2, 17, 18 and 20.4-20.5 in accordance with Article 18.2.

The rights contained in this Article are in addition to, and shall not prejudice, any other rights or remedies that an Individual may otherwise have by law.

**Jurisdiction for  
Claims of  
Individuals**

18.2

Individuals are encouraged to first follow the complaints procedure set forth in Article 17 of this Policy before filing any complaint or claim with the Information Commissioner or the English courts.

In case of a violation of this Policy, the Affected Individual may, at his or her choice, submit a complaint or a claim under Article 18.1 to:

- (i) the Information Commissioner or courts in England, against LeasePlan UK Limited or LeasePlan Corporation.

LeasePlan UK Limited, may not rely on a breach by another Group Company or a Third Party Processor to avoid liability except to the extent any defense of such other Group Company or Third Party Processor would also constitute a defense of LeasePlan UK Limited.

**Right to Claim  
Damages**

18.3

In case an Individual has a claim under Article 18.2, such Individual shall be entitled to material and non-material compensation of damages suffered by an Individual resulting from a violation of this Policy to the extent provided by applicable UK law. LeasePlan UK Limited shall be liable to pay any compensation or damages awarded to an Individual and shall ensure that any breaches of this Policy are remedied.

**Burden of Proof in  
Respect of Claim  
for Damages**

18.4

In case an Individual brings a claim for damages under Article 18.2, it will be for the Individual to demonstrate that he or she has suffered the relevant damages and to establish facts which show it is plausible that the damage has occurred because of a violation of this Policy. It will subsequently be for the relevant Group Company to prove that the damages suffered by the Individual due to a violation of this Policy are not attributable to LeasePlan.

**Mutual assistance  
and redress**

18.5

All Group Companies shall co-operate with and assist each other to the extent reasonably possible to handle:

- (i) a request, complaint or claim made by an Individual; or
- (ii) a lawful investigation or inquiry by the Information Commissioner or public authority.

The Group Company that receives a request, complaint or claim from an Individual is responsible for handling any communication with the Individual regarding his or her request, complaint or claim except where circumstances dictate otherwise.

The Group Company that is responsible for the Processing to which the request, complaint or claim relates, shall bear all costs involved and reimburse LeasePlan UK Limited.

|   |      |  |
|---|------|--|
| <b>Advice of the Information Commissioner</b> | 18.6 | LeasePlan shall abide by the advice of the Information Commissioner issued on the interpretation and application of this Policy. |
| <b>Mitigation</b>                             | 18.7 | LeasePlan shall ensure that adequate steps are taken to address violations of this Policy by a Group Company.                    |
| <b>Law Applicable to this Policy</b>          | 18.8 | This Policy shall be governed by and interpreted in accordance with the law of England and Wales.                                |

#### **ARTICLE 19 – SANCTIONS FOR NON-COMPLIANCE**

|                       |      |  |
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| <b>Non-compliance</b> | 19.1 | Non-compliance of Employees with this Policy may result in disciplinary action in accordance with LeasePlan policies and local law, up to and including termination of employment. |
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#### **ARTICLE 20 – CONFLICTS BETWEEN THE POLICY AND APPLICABLE LOCAL LAW**

|   |      |   |
|---|------|---|
| <b>Conflict of law when transferring Data</b> | 20.1 | Where a legal requirement of a non-UK country to transfer Personal Data conflicts with the UK Data Protection Laws, the transfer requires the prior approval of the Group Privacy Officer. The Group Privacy Officer shall seek the advice and may require the approval of the Director of the Group Legal Department. The Group Privacy Officer may seek the advice of the Information Commissioner or another competent public authority. |
|---|------|---|

|  |             |   |
|--|-------------|---|
| <p><b>Conflict between Policy and law</b></p>          | <p>20.2</p> | <p>In all other cases, where there is a conflict between applicable local law of a non-UK country and the Policy, the relevant Responsible Executive shall consult with the Group Privacy Officer to determine how to comply with this Policy and resolve the conflict to the extent reasonably practicable given the legal requirements applicable to the relevant Group Company.</p>  |
| <p><b>New conflicting legal requirements</b></p>       | <p>20.3</p> | <p>The relevant Responsible Executive, in consultation with the legal department, shall promptly inform the Group Privacy Officer of any new legal requirement of a non-UK country that may interfere with LeasePlan's ability to comply with this Policy.</p>  |
| <p><b>Reporting to Information Commissioner</b></p>    | <p>20.4</p> | <p>If LeasePlan becomes aware that applicable local law of a non-UK country is likely to have a substantial adverse effect on the protection offered by this Policy, LeasePlan will report this to the Information Commissioner.</p>  |
| <p><b>Requests for Disclosure of Personal Data</b></p> | <p>20.5</p> | <p>If LeasePlan receives a request for disclosure of Personal Data from a law enforcement authority or state security body of a non-UK country (<b>Authority</b>), it will first assess on a case-by-case basis whether this request (<b>Disclosure Request</b>) is legally valid and binding on LeasePlan. Any Disclosure Request that is not legally valid and binding on LeasePlan will be resisted in accordance with applicable law.</p> <p>Subject to the following paragraph, LeasePlan shall promptly inform the Information Commissioner of any legally valid and binding Disclosure Requests, and will request the Authority to put such Disclosure Requests on hold for a reasonable delay in order to enable the Information Commissioner to issue an opinion on the validity of the relevant disclosure.</p> <p>If suspension and/or notification of a Disclosure Request is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, LeasePlan will request the Authority to waive this prohibition and will document that it has made this request. In any event, LeasePlan will on an annual basis provide to the Information Commissioner general information on the number and type of Disclosure Requests it received in the preceding 12 month period, to the fullest extent permitted by applicable law.</p> <p>In any event, any transfers by LeasePlan of Personal Data to any Authority in response to a Disclosure Request will not be massive, disproportionate or indiscriminate.</p> |

**ARTICLE 21 – CHANGES TO THE POLICY**

- Approval for Changes** 21.1 Any material changes to this Policy require the prior approval of the Group Privacy Officer and Managing Board of LeasePlan Corporation N.V. and LeasePlan UK Limited and shall without undue delay thereafter be communicated to the Group Companies. The LeasePlan UK Limited Privacy Officer shall promptly inform the Information Commissioner of changes to this Policy that have a significant impact on the protection offered by this Policy or the Policy itself and will be responsible for coordinating LeasePlan's responses to questions of the Information Commissioner in respect thereof. The Group Privacy Officer shall inform the appropriate Privacy Officers of the effect of such responses. Other changes (if any) will be notified by the LeasePlan UK Limited Privacy Officer to the Information Commissioner on a yearly basis.
- Effective Date of Changes** 21.2 Any change shall enter into force with immediate effect after it has been approved in accordance with Article 21.1 and is published on the LeasePlan UK Limited website.
- Prior Versions** 21.3 Any request, complaint or claim of an Individual involving this Policy shall be judged against the version of the Policy as it is in force at the time the request, complaint or claim is made.

## **ARTICLE 22 – TRANSITION PERIODS**

- Transition Period for New Group Companies** 22.1 Any entity that becomes a Group Company after the Effective Date shall comply with the Policy within two years of becoming a Group Company. During this transition period, no Personal Data will be transferred under this Privacy Policy until (i) the relevant Group Company has achieved compliance with the Privacy Policy or (ii) an alternative data transfer mechanism has been implemented, such as standard contractual clauses.
- Transition Period for Divested Entities** 22.2 A Divested Entity may remain covered by this Policy after its divestment for such period as may be required by LeasePlan to disentangle the Processing of Personal Data relating to such Divested Entity.
- Transition Period for IT Systems** 22.3 Where implementation of this Policy requires updates or changes to information technology systems (including replacement of systems), the transition period shall be two years from the Effective Date or from the date an entity becomes a Group Company, or any longer period as is reasonably necessary to complete the update, change or replacement process.

**Transition period for existing agreements**      22.4      Where there are existing agreements with Third Parties that are affected by this Policy, the provisions of the agreements will prevail until the agreements are renewed in the normal course of business.

**Contact details**

LeasePlan Group Privacy Office  
c/o LeasePlan Corporation N.V.  
Gustav Mahlerlaan 360  
1082 ME Amsterdam  
The Netherlands

P.O. Box 7874  
1008 AB Amsterdam  
The Netherlands

LeasePlan UK Limited Privacy Office  
c/o 165 Bath Road  
Slough SL1 4AA  
Email: [LPGB-Privacy@leaseplan.co.uk](mailto:LPGB-Privacy@leaseplan.co.uk)

## ANNEX 1 – DEFINITIONS

|                                |   |
|--------------------------------|---|
| <b>Adequacy Decision</b>       | ADEQUACY DECISION shall mean a decision issued by the Information Commissioner under UK Data Protection Law that a country or region or a category of recipients in such country or region is deemed to provide an "adequate" level of data protection.   |
| <b>Archive</b>                 | ARCHIVE shall mean a collection of Personal Data that are no longer necessary to achieve the purposes for which the Data originally were collected or that are no longer used for general business activities, but are used only for historical, scientific or statistical purposes, dispute resolution, investigations or general archiving purposes. An archive includes any data set that can no longer be accessed by any Employee other than the system administrator. |
| <b>Article</b>                 | ARTICLE shall mean an article in this Policy.   |
| <b>Binding Corporate Rules</b> | BINDING CORPORATE RULES shall mean a privacy policy of a group of undertakings which under applicable local law is considered to provide an adequate level of protection for the transfer of Personal Data within that group of undertakings.   |
| <b>Business Contact Data</b>   | BUSINESS CONTACT DATA shall mean any data typically found on a business card and used by the Individual in his or her contact with LeasePlan.   |
| <b>Business Partner</b>        | BUSINESS PARTNER shall mean any Third Party, other than a Client or Supplier that has or had a business relationship or strategic alliance with LeasePlan (e.g. joint marketing partner, joint venture or joint development partner).   |
| <b>Business Purpose</b>        | BUSINESS PURPOSE shall mean a purpose for Processing Personal Data as specified in Article 2 or 3 or for Processing Sensitive Data as specified in Article 4 or 3.  |
| <b>Children</b>                | CHILDREN shall mean Individuals under the age of thirteen (13) years.   |
| <b>Client</b>                  | CLIENT shall mean any person, private organisation, or government body that purchases, may purchase or has purchased a LeasePlan product or   |



service.

**Client Services**

CLIENT SERVICES shall mean the services provided by LeasePlan to Clients to support LeasePlan products and services offered to or in use with such Client, its employees or other persons working for such Client (e.g. of leased vehicles). These services may include the maintenance, inspection and other support activities.

**Controller**

CONTROLLER shall mean the entity or natural person which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

**Data Protection  
Impact Assessment  
(DPIA)**

DATA PROTECTION IMPACT ASSESSMENT (DPIA) shall mean a procedure to conduct and document a prior assessment of the impact which a given Processing may have on the protection of Personal Data, where such Processing is likely to result in a high risk for the rights and freedoms of Individuals, in particular where new technologies are used.

A DPIA shall contain:

- (i) a description of:
  - (a) the scope and context of the Processing;
  - (b) the Business Purposes for which Personal Data are Processed;
  - (c) the specific purposes for which Sensitive Data are Processed;
  - (d) categories of Personal Data recipients, including recipients not covered by an Adequacy Decision;
  - (e) Personal Data storage periods;
- (ii) an assessment of:
  - (a) the necessity and proportionality of the Processing;
  - (b) the risks to the privacy rights of Individuals; and
  - (c) the measures to mitigate these risks, including safeguards, security measures and other mechanisms (such as privacy-by-design) to ensure the protection of Personal Data.

**Data Protection Law**

DATA PROTECTION LAW shall mean the provisions of mandatory law of a country containing rules for the protection of individuals with regard to the Processing of Personal Data including security requirements for and the free movement of such Personal Data as applicable to LeasePlan in its capacity as the Controller of Personal Data.

**Data Security Breach**

DATA SECURITY BREACH shall mean the unauthorized acquisition, access, use or disclosure of unencrypted Personal Data that compromises the security or privacy of such data to the extent the compromise poses a significant risk of financial, reputational, or other harm to the Individual. A Data Security Breach is deemed not to have occurred where there has been

an unintentional acquisition, access or use of unencrypted Personal Data by an employee of LeasePlan or Third Party Processor or an individual acting under their respective authority, if

- (i) the acquisition, access, or use of Personal Data was made in good faith and within the course and scope of the employment or professional relationship of such employee or other individual; and
- (ii) the Personal Data are not further acquired, accessed, used or disclosed by any person.

**Divested Entity**

DIVESTED ENTITY shall mean the divestment by LeasePlan of a Group Company or business by means of:

- (i) a sale of shares as a result whereof the Group Company so divested no longer qualifies as a Group Company and/or
- (ii) a demerger, sale of assets, or any other manner or form.

**UK Data Protection Law**

UK DATA PROTECTION LAW shall mean the provisions of mandatory law of the United Kingdom containing rules for the protection of individuals with regard to the Processing of Personal Data including security requirements for and the free movement of such Personal Data.

**Effective Date**

EFFECTIVE DATE shall mean the date on which this Policy becomes effective as set forth in Article 1.6.

**Employee**

EMPLOYEE shall mean the following persons:

- (i) an employee, job applicant or former employee of LeasePlan including temporary workers working under the direct supervision of LeasePlan (e.g. contractors and trainees). This term does not include people working at LeasePlan as consultants or employees of Third Parties providing services to LeasePlan;
- (ii) a (former) executive or non-executive director of LeasePlan or (former) member of the supervisory board or similar body to LeasePlan.

**Employee Data**

EMPLOYEE DATA shall mean any information relating to an identified or identifiable Employee in the context of their employment relationship with LeasePlan. This definition does not cover the processing of Employee Data in the Employee's capacity as a customer of LeasePlan or a driver of a leased vehicle of LeasePlan that is not by reason of their employment contract with

LeasePlan.

|                              |  |
|------------------------------|--|
| <b>Group Company</b>         | GROUP COMPANY shall mean LeasePlan Corporation N.V. and any company or legal entity of which LeasePlan Corporation N.V., directly or indirectly owns more than 50% of the issued share capital, has 50% or more of the voting power at general meetings of shareholders, has the power to appoint a majority of the directors, or otherwise directs the activities of such other legal entity; however, any such company or legal entity shall be deemed a Group Company only (i) as long as a liaison and/or relationship exists, and (ii) as long as it is covered by the LeasePlan Code of Conduct. |
| <b>Group Privacy Officer</b> | GROUP PRIVACY OFFICER shall mean the officer as referred to in Article 13.1.   |
| <b>Individual</b>            | INDIVIDUAL shall mean any individual (employee of or any person working for a) Client, Supplier or Business Partner and any other individual whose Personal Data LeasePlan processes in the context of its business activities as a vehicle leasing and fleet management service provider, including car remarketing and driver mobility services and the provision of financial services such as banking and insurance.   |
| <b>Internal Processor</b>    | INTERNAL PROCESSOR shall mean any Group Company that Processes Personal Data on behalf of another Group Company being the Data Controller.   |
| <b>LeasePlan</b>             | LEASEPLAN shall mean LeasePlan UK Limited, LeasePlan Corporation N.V. and its Group Companies.   |
| <b>LeasePlan Corporation</b> | LEASEPLAN CORPORATION shall mean LeasePlan Corporation N.V. having its registered seat in Amsterdam, the Netherlands.  |
| <b>Organisational Unit</b>   | ORGANISATIONAL UNIT shall mean each business unit and staff function of LeasePlan.   |
| <b>Original Purpose</b>      | ORIGINAL PURPOSE shall mean the purpose for which Personal Data was originally collected.  |
| <b>Overriding Interest</b>   | OVERRIDING INTEREST shall mean the pressing interests set forth in Article 12.1 based on which the obligations of LeasePlan or rights of Individuals set forth in Article 12.2 and 12.3 may, under specific circumstances, be overridden if this pressing interest outweighs the interest  |

of the Individual.

**Personal Data or Data**

PERSONAL DATA or DATA shall mean any information relating to an identified or identifiable Individual.

**Policy**

POLICY shall mean this LeasePlan Privacy Policy for UK Client, Supplier and Business Partner Data.

**Privacy Officer**

PRIVACY OFFICER shall mean a local privacy officer, respectively privacy lead as referred to in Article 13.1.

**Processing**

PROCESSING shall mean any operation that is performed on Personal Data, whether or not by automatic means, such as collection, recording, storage, organisation, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data.

**Processor Contract**

PROCESSOR CONTRACT shall mean any contract for the Processing of Personal Data entered into by LeasePlan and a Third Party Processor.

**Responsible Executive**

RESPONSIBLE EXECUTIVE shall mean the Managing Director of a Group Company or head of an Organisational Unit.

**Secondary Purpose**

SECONDARY PURPOSE shall mean any purpose other than the Original Purpose for which Personal Data is further Processed.

**Sensitive Data**

SENSITIVE DATA shall mean Personal Data that reveal an Individual's racial or ethnic origin, political opinions or membership in political parties or similar organisations, religious or philosophical beliefs, membership in a professional or trade organisation or union, physical or mental health including any opinion thereof, disabilities, genetic code, addictions, sex life, criminal offenses, criminal records, proceedings with regard to criminal or unlawful behavior, or social security numbers issued by the government.

**Staff**

STAFF shall mean all Employees and other persons who Process Personal Data as part of their respective duties or responsibilities using LeasePlan information technology systems or working primarily from LeasePlan's premises.

**Supplier**

SUPPLIER shall mean any Third Party that provides goods or services to

LeasePlan (e.g. an agent, consultant or vendor).

**Third Party**

THIRD PARTY shall mean any person, private organisation or government body outside LeasePlan.

**Third Party Controller**

THIRD PARTY CONTROLLER shall mean a Third Party that Processes Personal Data and determines the purposes and means of the Processing.

**Third Party Processor**

THIRD PARTY PROCESSOR shall mean a Third Party that Processes Personal Data on behalf of LeasePlan that is not under the direct authority of LeasePlan.

## INTERPRETATIONS

### INTERPRETATION OF THIS POLICY:

- (i) Unless the context requires otherwise, all references to a particular Article or Annex are references to that Article or Annex in or to this document, as they may be amended from time to time
- (ii) headings are included for convenience only and are not to be used in construing any provision of this Policy
- (iii) if a word or phrase is defined, its other grammatical forms have a corresponding meaning
- (iv) the male form shall include the female form
- (v) the words "include", "includes" and "including" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa and
- (vi) a reference to a document (including, without limitation, a reference to this Policy) is to the document as amended, varied, supplemented or replaced, except to the extent prohibited by this Policy or that other document; and
- (vii) a reference to law includes any regulatory requirement, recommendation, and best practice issued by relevant national and international supervisory authorities or other bodies.

